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ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER WHETHER

KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SERVICE.

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IN NO EVENT WILL WE, OUR SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES AND SHAREHOLDERS BE LIABLE TO ANY PARTY (i) FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITE/SERVICES OR SITE/SERVICES CONTENT, EVEN IF ALL SUCH PARTIES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF THE SITE/SERVICES OR THE SITE/SERVICES CONTENT. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR

RELATED TO OUR SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ARBITRATION AGREEMENT AND CLASS ACTION WAIVER- This arbitration provision limits your and The Rate Helpers' ability to litigate claims in court and you and The Rate Helpers each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against us in any state or federal court.

BY ACCESSING AND/OR USING ANY THE RATE HELPERS SITE/SERVICES OR SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT. DO NOT USE THE RATE HELPERS SERVICES OR SUBMIT ANY CONTACT INFORMATION IF YOU DO NOT AGREE TO THESE TERMS.

THIS AGREEMENT IS BINDING TO ARBITRATE ALL CLAIMS. YOU AGREE THAT DISPUTES BETWEEN YOU AND THE RATE HELPERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU THE RATE HELPERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE RATE HELPERS INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

We strive to never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If no resolution results from this informal process, you and we agree to binding individual arbitration before the American Arbitration Association (“AAA”) under the Federal Arbitration Act (“FAA”), and not to sue in court in front of a judge or jury. As an alternative, a neutral arbitrator will decide and the arbitrator’s decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren’t allowed. Nor is combining individual proceedings without the consent of all parties.

You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with us. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement

of the agreement to arbitrate.

If any provision of this Arbitration Agreement is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect. No waiver of any provision of this Arbitration Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Agreement. This Arbitration Agreement will survive the termination of your relationship with The Rate Helpers.

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